



## **SPECIAL COMMON COUNCIL MEETING**

### **September 3, 2013**

### **6 P.M.**

#### **Special Meeting**

The Special meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Tuesday, September 3, 2013 at 6 p.m.

#### **Present**

Mayor Daniel T. Drew, Deputy Mayor Robert P. Santangelo and Council Members Thomas J. Serra, Ronald P. Klattenberg, Mary A. Bartolotta, Gerald E. Daley, Hope Kasper, Grady L. Faulkner, Jr., Philip J. Pessina, Joseph E. Bibisi, Linda Salafia, Todd G. Berch, and Deborah Kleckowski; Corporation Counsel Daniel B. Ryan; Sergeant-at-arms Police Chief William McKenna, and Common Council Clerk Marie O. Norwood.

#### **Also Present**

Public Works Director William Russo, Finance Director Carl Erlacher, Director of IT William Oliver, Water and Sewer Director Guy Russo, Parking Director Geen Thazhampallath, City Attorney Brig Smith, Acting Personnel Director Kathy Morey, Deputy Chief of Police Michael Timbro, Acting Parks and Recreation Director Deb Stanley, Tax Assessor Damon Braasch, Fire Chief Gary Ouellette, Director of Communications Wayne Bartolotta, Director of Human Relations Faith Jackson, Director of Health Joseph Havlicek, MD, Arts Coordinator Stephan Allison, City and Town Clerk Sandra Driska, Emergency Management Director Bruce Driska, Russell Library Director Arthur Meyers, Youth Services Coordinator Justin Carbonella Joseph Samolis Administrative Aide to the Mayor and 2 members of the public.

#### **Meeting Called to Order**

The Acting Chair, Deputy Mayor Robert P. Santangelo calls the meeting to order at 6:04 p.m. He asks Councilman Serra to lead the public in the Pledge of Allegiance.

#### **Call of Meeting Read**

The Call of the meeting is read and accepted. The Acting Chair declares this call a legal call and the meeting a legal meeting.

#### **Workshop Opens**

Councilwoman Kasper asks to address questions to General Counsel Brig Smith. She states one of the resolutions on the agenda is the creation of new job description for the proposed consolidation of recreation and senior services and our Personnel Review Committee meeting the committee voted to recommend that it would be non-bargaining and it is still showing Teamsters and at the time there was a State Statute that states department heads are exempt from the union.

#### **Noted for the Record**

Councilwoman Salafia takes her seat in the chamber at 6:06 p.m.

Councilwoman Kasper states the Labor Board determined who would be in the Union and their decision excluded certain positions and included the Director of Parks and Recreation, Director of Health, etc. They were excluded and were exempt and the state Statue 7-467 determines what a department head is. My question is, under the Statue is this legally okay. Attorney Smith states they cannot make the change by resolution. The language is in 7-467 of MERA and defines the department head. And he reads the definition. If you read that this position seems to fit that but the facts here, he cautions amending the resolution. The first is MERA and the second is the Charter. They negotiated this as part of the package with Teamsters and we agreed not to remove any position during the bargaining agreement. It is an existing position being downgraded from 17 to 16 and he would be hard pressed to call it a new position. The Charter itself and the initial take is that it talks to the Council's ability, Section 1 of Chapter X, regarding, creating new positions or changing duties may be made by the Council. It is not in a vacuum because you have Chapter IV, Section 2, where the Council shall not diminish the powers of the Mayor. Here, both under the Charter and MERA, the classification, negotiation are administrative, executive functions. For those reasons we can't just make the change by resolution

Councilwoman Kasper states when we looked at the changes in contract and there were positions not part of the decision in 1984 and 1985 and they were there and they weren't supposed to be and a letter from the Mayor to the Board, they can be removed. They were put in and the Board called their membership illegal. This statute is part of MERA. She doesn't think it is a conflict. Attorney Smith states we are not in a vacuum and we have negotiated contract language that supersedes this.

#### **Noted for the Record**

Councilman Pessina takes his seat in the chamber at 6:12 p.m.

Councilwoman Kasper states the position in collective bargaining is being eliminated. She asks that it be tabled until they get more information from the Labor Board. Attorney Smith states he would still say by attempt of resolution to make the change, he doesn't think his analysis will change. Councilwoman Kasper states if we get a response from the Labor Relations Board on this, it would be important. Attorney Smith states we have the Charter; contract negotiation is specifically an executive function for MERA.

Councilman Klattenberg states the question you raise about diminishing authority of the Mayor and the State Statute defines a position that does not fall under collective bargaining. Attorney Smith states the State statute says what an exempt and nonexempt is and we do have something else, a collective bargaining agreement. Councilman Klattenberg states through this statute it doesn't have to be and historically, it has been so your position is the minor changes or adjustments doesn't constitute and new position. Attorney Smith states he would be hard pressed to make the fact it is a new position especially in the context it arose. Councilman Klattenberg states what happens if the change was made and the association is removed from the resolution. Attorney Smith states the negotiations stay and we would hear from the Labor Board. We negotiated this and now we want to change it and that is the hard part.

Councilwoman Kleckowski states the caveat is the executive branch negotiated the Teamsters contract and it is okay to legislatively change the position, but we can't take away from the position because it is negotiated by the executive branch. Attorney Smith states what you see has been negotiated, the Teamsters contract. It is not unilaterally legislated. Councilwoman Kleckowski asks regarding the appropriation we received the \$20,000, \$10,000 and \$950,000. She states it is 8C; what is the required notice time. For example, the \$950,000. If we were to do it next month is there enough time. The Council Clerk is asked to respond and there is enough time to repost the notice.

Councilman Serra asks for simplification; this is not a new position, therefore, what. Attorney Smith states therefore we cannot amend it to take it from Teamsters to exempt because we are tweaking it and it is not a brand new position and we have wrestled with the Union what position comes or goes. Councilman Serra states the MERA supersedes the Charter; Attorney Smith states if there is a conflict, MERA trumps the Charter and if the Council amends the resolution, MERA will trump the Charter. He explains that it is the executive branch that negotiates the contract and it has been negotiated at arm's length to remove positions. Councilman Serra asks the Charter chapters again; Attorney Smith states Chapter 10, Section 1 and to the executive power Chapter 4, Section 2. Councilman Serra states this is executive authority. Attorney Smith responds yes that is the argument.

Councilwoman Salafia states to clarify, you are talking about 11-2; Attorney Smith states it is 11L. Councilwoman Salafia asks if there is an MOU with Teamsters for these positions. Attorney Smith responds he believes it is in progress. Councilwoman Salafia states you are changing job descriptions and changes to the departments, do you have one with Local 466. Attorney Smith responds in either case there is no formal MOU and Teamsters is farther along than Local 466. Councilwoman Salafia states why are these here now if we haven't settled with the Unions yet. Attorney Smith states he doesn't have a problem with them moving forward with either case because they are negotiating with the Unions. This is part of the process where we are looking at another vote on the reorganization and merger. Councilwoman Salafia asks if this is backwards. Attorney Smith responds they are working with them as a package.

#### **Point of Information**

Councilwoman Kasper states each job description states it is based on the merger.

Councilwoman Kleckowski addresses the MOU situation; Personnel Review Committee was on the 13<sup>th</sup> and it was abundantly clear the MOU was ready to be cleared and that negotiation had been completed. Attorney Smith asks which one. Councilwoman Kleckowski responds Local 466, and she brought it up in PRC that they would be voting and not have an MOU and they were assured it was a matter of getting it to us and now three weeks later. . . Attorney Smith said he would give you the state of the art when we had it and it is more fluid now. Councilwoman Kleckowski states that is her concern. If we vote on this and did say it reverts back, we will be doing a lot of work this evening and perhaps not have an MOU come to fruition. I would rather be clear that everything is in order and not that we will be talking about the issues and then have the issue void anyway. The August 13 meeting it did come up.

Councilwoman Kasper states the comment on that with Local 466 and Teamsters MERA said we needed to address the issue of impact bargaining and that is all it requires us to do and you came up with an MOU and we can move forward. Attorney Smith wants to be careful with what he says and doesn't necessarily disagree.

Councilman Serra states our ordinances, Chapter 74-30 regarding exempt nonbargaining personnel and says the following exempt nonbargaining personnel and he reads them, requires permanent residency. Do I say to you because our ordinances were violated by the former administration that let the individual get into the Teamsters union and then by ratifying the contract, does that solidify that we endorsed it. Attorney Smith states the answer is yes. Councilman Serra states the last administration ignored this and then we ratified the last contract so we can't undo this. Attorney Smith responds yes. Councilman Serra states our ordinance was violated and the position put in Teamsters then we ratified the contract so we certified it. Attorney Smith responds yes.

Councilwoman Kleckowski asks question with Attorney Smith responding to MERA questions. Councilwoman Kleckowski asks if it is in our purview to have a resolution to that point. Attorney Smith states there is a body of law and the legislative body says "request" then he doesn't think it would be a problem.

The Acting Chair asks for other questions to other directors. Councilman Klattenberg states everyone on the Council received a spreadsheet analysis of the street light analysis and Jon is here to discuss regarding the bond ordinance to purchase the streetlights. He states Ray Turri and Jon Hall are here; he asks if Larry is here. He states a number of the members of the Council have heard the reason why this issue is important, but the public is listening and it would be helpful to understand this complicated issue and the savings the City would realize. He asks Jon to explain the spreadsheet and the reasons the numbers are there. Ray Turri, former president and owner of Ray Turri Electric, is also here to respond to questions. He continues he asked the majority and minority leaders if he could address the Council, because of the knowledge and the helpful information you gave to the Clean Energy Task Force, you could respond best with the technical questions

**Motion to Waive the Rules**

Councilman Serra moves to waive the rules to allow Mr. Turri to respond to questions; Councilman Pessina seconds the motion. It is unanimous to waive the rules to allow Mr. Turri to speak. He comes forward with Mr. Hall.

Jon Hall states the Clean Energy task Force and he began looking at the purchase of the City streetlights. Basically the City pays CL&P \$800,000 a year for the street lighting. It came to our attention, if we owned the lights and maintained them, we would pay a lot less. We would reduce our CL & P expenses from \$800,000 to about \$400,000 a year. But the situation is more complicated because if CL&P isn't maintaining them, we would have to do that. Larry Chatfield helped and they called other towns that purchased their street lights

They called various towns and their experience with owning their own street lights. Their response was unanimous that it is a smart thing to do. A couple towns maintain them and a couple work with Turri Electric; the City would look at the maintenance costs for us to do it ourselves or outsource. Either way, it is a fraction of what we pay CL&P. If you take the cost of the lights and the cost of bond and paying for the electricity and the maintenance cost and a small amount of tax revenue, our new annual costs after purchase would be \$540,000 instead of \$780,000. The first benefit would be \$280,000. These numbers are spread out over ten years and they use 3% rise in cost in a year.

**Noted for the Record**

Councilman Faulkner takes his seat in the chamber at 6:41 p.m.

Mr. Hall states over ten years the City would realize the benefit \$2,212,000; this is just maintaining the current lighting and not upgrading to LED. It also offers a better opportunity on the maintenance of the lights; it doesn't take a long time to get the repair and we can, once we own it, install more efficient lighting.

**Noted for the Record**

Councilman Daley takes his seat in the chamber at 6:42 p.m.

There are further benefits that can be realized. It is totally in the City's financial interest to own the lights and outsource the maintenance. Councilman Klattenberg asks the immediate savings because of the rate of electricity charge drops. Mr. Hall responds we pay maintenance and electricity and once we own them, we only pay for the electricity. Councilman Klattenberg thanks Mr. Turri for being here; your former company has been doing this type of work for several municipalities. You have been involved in this; the concern the general public has is when the streetlight goes out, CL & P won't come to fix the light, but a company like you formerly owned, they would come out to maintain the lights. Mr. Turri states in 1999, he saw Torrington had the opportunity to save thousands of dollars and looked at providing a maintenance contract; it was 5 years with turnaround time of 5 working days. Torrington was the first City saving taxpayers money and subsequent to that they have been maintaining them since 1999 and they have worked with other cities to maintain their street lights. They are five year contracts bid. Other issues are some of the subdivisions may have underground wiring and fancier poles and the wiring is responsibility of the utility company and the maintenance contractor would have inventory of all the products when you buy them from the utility company. Because of the experience we have, we think the City taxpayer will save money.

Mr. Hall points out the utilities is still responsible for bringing electricity to the pole, then the City is responsible for the pole. Councilman Klattenberg asks regarding the pole, what happens. Mr. Turri responds if the pole comes down and has a street light, the first to respond is the utility and the maintenance contractor has a two hour turnaround time. Once the pole is erected and the fixture is not destroyed, then it is put up again or a new one attached. Councilman Klattenberg states in case of a black out in case of a storm. Do you have responsibility or does CL & P. Mr. Turri responds maintenance is arm fixture lamp. Councilman Klattenberg states if a power outage, it is CL & P's responsibility. Mr. Turri responds yes.

Councilman Berch states CL & P is absolved of all responsibility if we own the arm and fixture. Mr. Turri states yes. Councilman Berch states if we are buying them from CL & P and if we own the fixture or arm, how are they responsible. Councilman Berch states we own the pole armature and lamp. Mr. Turri replies you own the arm and lamp. Councilman Berch asks if there is contingency for replacement of that. Mr. Turri states only if it is destroyed. Councilman Berch states there is nothing allocated there. Mr. Hall states the maintenance cost; there are some poles involved. This purchase is buying 1,000 poles and only if they have a streetlight on them; the vast majority have other utilities on them and they will be maintained by CL&P and if that non-city owned pole goes down, CL & P will have to put it up. They will not have for the light fixture and many poles have things on them and to bring electricity to all the poles is CL & P's responsibility. Councilman Berch states what is before us is purchasing the lights and arms. Mr. Hall states the figures of maintenance includes replacement of city-owned poles and sometimes they do and it is included in the cost of maintenance. Mr. Turri states the light fixture is less than \$100; we maintain about 17,000 street lights and if a pole comes down, the insurance carrier covers the cost of replacement and there is a very small percentage covered by insurance cost. Councilman Berch states the maintenance contract is inclusive of trees coming down. Mr. Turri responds that is correct. Councilman Berch asks Mr. Hall who will maintain them. Mr. Hall responds whoever the City gets to maintain them. Currently they are owned by CL & P. If they are owned by the City, they will work out the contract. Councilman Berch asks who receives the phone call for out lights. Mr. Hall states some contractors receive them directly and others call the City. Mr. Turri responds calls go to Public Works and then they call the maintenance people. Councilman Berch states he wished he got the information earlier.

Councilman Serra states Middletown has 1,000 light poles with the lights; how many poles have lights. If we lose 100 lights, is it projected in the service contract. Mr. Hall responds it depends on the service contractor. Councilman Serra states what year of the 10 years of the bond would we pay for all of our expenditures here. Mr. Hall responds assuming the purchase price is what CL & P quoted to us and with all the financing involved, sometime between year 5 and 6, we will have covered all the costs for the expenditure and be totally in the black. Councilman Serra states and after that it is about \$250,000 savings. Mr. Hall states until the bond is paid off and then it is \$300,000.

**Motion to Recess**

The Acting Chair states it is 6:58 p.m. and there is another meeting at 7 p.m. He states they should recess this meeting and open the next, then come back to this one. Councilman Serra moves to recess the meeting; Councilwoman Kasper seconds the motion. The vote is unanimous to recess and the Acting Chair declares the recess at 6:59 p.m.

**Meeting Reconvenes**

The Chair reconvenes the meeting at 7:07 p.m.

The Chair (Mayor Drew) asks that the Council keep questions to critical issues. Councilman Pessina is recognized and asks questions of Mr. Hall and Mr. Turri. He asks if there are other companies in Middlesex to have an opportunity to reply to the RFP. Councilman Klattenberg states there are two in the area. Mr. Hall states he spoke with Bish Electric and there are some large companies that could do this work. Councilman Pessina wanted to know if there are companies that could do this type of work. He asks if he heard it said it was 5 day turnaround after a storm. Mr. Hall states a storm can be a lot of things. We had 450 lights out with a storm. And there would be allowances in the contract. Mr. Hall states there are a few that go out every week and the municipalities they interviewed whoever is doing the maintenance can take care of the repairs on a weekly basis so it is a short turnaround time and in a City like Middletown, they are here for one day a week and do all the maintenance in that one day. Councilman Pessina states he wanted to be sure caveats would be built in. Mr. Hall states there are many municipalities with ten years of experience and we don't have to figure it out by ourselves.

The Chair asks for other questions. Councilwoman Kleckowski is recognized and asks if it has been discussed and didn't know if it went to Public Works and it does say Public Works will handle these and who would affirmatively handle this and is a special license needed to fix the lights. Mr. Hall states there have been no detailed discussions on how it would go and it was not on a Public Works meeting because they were cancelled. It was discussed with the Public Works staff and I am leaning toward outsourcing this to a company dedicated to this and that is a decision that needs to be made.

**Noted for the Record**

Councilwoman Bartolotta takes her seat in the chamber at 7:12 p.m.

Councilwoman Kleckowski states if it moves out of Public Works to a public vendor it would change the costs. Are the lights city-wide. Mr. Hall states the exact number has to be determined, but it is roughly 5,200.

Councilwoman Kasper asks about the poles and ownership are insurance costs included in this. Mr. Hall states they have not considered added insurance costs. I am not sure we would not insure them and he can't comment on that. He doesn't believe any municipality insures any street lights.

**Workshop Closes**

The Chair asks for further questions; seeing none he asks for a motion to adjourn

**Motion to Adjourn**

Councilman Serra moves to adjourn; his motion is seconded by Councilwoman Kleckowski. The vote is unanimous and the Chair declares the meeting adjourned at 7:14 p.m.

ATTEST:

MARIE O NORWOOD  
Common Council Clerk